

THE PRESERVE HOMEOWNERS ASSOCIATION, INC

RULES AND REGULATIONS

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TABLE OF CONTENTS

Table of Contents

THE PRESERVE HOMEOWNERS ASSOCIATION, INC	1
HOMEOWNERS ASSOCIATION RULES AND REGULATIONS.....	3
ARTICLE I. PURPOSE	3
ARTICLE II. PERSONAL PROPERTY	3
Section 1. Placement of Personal Property.....	3
Section 2. Approval Required	3
ARTICLE III. DECORATIVE ITEMS.....	3
Section 1. Decorative Items Not Permitted.....	3
Section 2. Decorative Items Permitted.....	4
ARTICLE IV. FLOWERS, SHRUBS, AND LANDSCAPE PLANTS.....	6
Section 1. Flowers	6
ARTICLE V. TREES	6
Section 1. Location and Number of Additional Trees	6
Section 2. Patio Screening	7
Section 3. Bedding Materials	7
ARTICLE VI. OTHER ITEMS.....	7
Section 1. Additional Prohibited Items	7
ARTICLE VII. EXTERIOR ALTERATIONS.....	7
Section 1. Alterations.....	7
Section 2. Vegetation and Removal.....	8
Section 3. Deck Staining.....	8
Section 4. Storm Doors.....	8
Section 5. Invisible Fences.....	8
Section 6. Pergolas and Arbors.....	8
Section 7. Exterior Penetrations.....	8
Section 8. Egress Window Well Solid or Mesh Covers.....	9
Section 9. Video Doorbells	9
ARTICLE VIII. WINDOW AND WINDOW COVERINGS	9
ARTICLE X. PETS	9
Section 1. Pets.....	9
Section 2. Prohibited Breeds.....	9
Section 3. Control	10

Section 4. Area.....	10
Section 5. Enforcement.....	10
ARTICLE XI. PARKING/VEHICLES	10
Section 1. Limitations on Parked Vehicles, Motorcycles	10
Section 2. Parking in the Clubhouse Parking Lot	10
Section 3. Inoperable Vehicles/Repairs	10
Section 4. No Obstruction by Vehicle and Operation of Vehicle	10
ARTICLE XII. SWIMMING POOL.....	11
Section 1. Users	11
Section 2. Risk	11
Section 3. Supervision of Children	11
Section 4. Guests.....	11
Section 5. Prohibitions in Pool Area.....	11
Section 6. Swimwear.....	11
Section 7. Pool Furniture	11
Section 8. Pool Hours.....	12
ARTICLE XIII. CLUBHOUSE	12
ARTICLE XIV. TRASH COLLECTION	12
ARTICLE XV. SOLICITATION	12
ARTICLE XVI. HOME SALES	12
ARTICLE XVII. ENFORCEMENT	13
ARTICLE XVIII. AMENDMENTS	14
Rules Revision History.....	19
Appendix A	20
The Preserve - Egress Window Well Covers.....	20

HOMEOWNERS ASSOCIATION RULES AND REGULATIONS

ARTICLE I. PURPOSE

Pursuant to Declaration of Covenants, Easements, Restrictions, Assessments and Assessment Liens ("Declaration") and the Articles of Incorporation and Bylaws under which The Preserve Homeowners Association, Inc. ("Association") was created and is governed, these Rules and Regulations are set forth to expand upon, supplement and detail the information and restrictions set forth in the Declaration. These Rules and Regulations have been developed and adopted by the Board of Directors (the "Board") of the Association to provide for an attractive and harmonious place to live and to protect the investment homeowners have made in their homes and the community. All homeowners are required to follow these Rules and Regulations.

ARTICLE II. PERSONAL PROPERTY

Section 1. Placement of Personal Property

All personal property, such as lawn chairs, grills, bicycles, tables, etc., must be kept inside the patio, deck, porch area, or garage. Except for when such personal property is in actual and immediate use, nothing may be stored or placed on lawn, driveway or sidewalk that would interfere with lawn care or snow removal.

Section 2. Approval Required

Nothing may be hung or displayed, nor may signs, awnings, canopies, shutters, antennae or satellite dishes or any other device or ornament be affixed to or placed upon the exterior walls, doors, fences or roof of any structure without prior written approval of the Association Board of Directors or Design Review Committee, whichever reviews such requests at the time the request is made.

ARTICLE III. DECORATIVE ITEMS

Section 1. Decorative Items Not Permitted

In addition to any other prohibited decorative items as set forth in these Rules and Regulations and except as specifically allowed in Section 2 of this Article, display of any of the following is not permitted:

- gazebos
- mounted garden hose hangers
- exterior wall plaques (except house numbers as may be approved by the Design Review Committee)
- trellises
- lattice
- awnings
- plant cages
- ornamental rocks or stones (except stepping stones noted in Section 2 of this Article or those approved during the landscaping process)
- windsocks/wind chimes/decorative flags

Section 2. Decorative Items Permitted

Artificial Plants: Artificial flowers and greenery may be used in wreaths and door decorations, as long as they are silk or dried flowers; or realistic, accurate representations of naturally occurring greenery. Plastic flowers\plants are not permitted. Silk and dried flowers must be seasonally correct and in good condition. They must be removed when faded, damaged, worn or tattered, and displayed on porches, decks and patios only. They may not be used in landscaped beds.

Stepping Stones: Up to three stepping stones are permitted in the landscape bed mulched area around the front and sides of each home provided they are earth tone in color (warm browns, tans, grays, greens, dark reds, dark oranges, and muted yellows), no taller than four (4) inches, and do not exceed fifteen (15) inches in diameter. If stepping stones are placed to act as “steps” through a mulch or stone bed in the rear yard, up to three may be used up to 20” by 24” in size and must be natural stone/cast stone in color or stained or stamped concrete in earth tone colors. However, stepping stones in a rear yard mulch or stone bed must be contained within the bed and may not encroach on the lawn.

Potted Plants / Planters: Up to four (4) earth tone pots are permitted outside the front of the home, including the porch. Pots shall not exceed 24” in diameter and 32” in height. All pots must be removed from the outside of the building by November 1st of each year, or the date of the first snowfall, whichever comes first. Potted plants/planters are not allowed on the sides of the home. Potted plants/planters are not restricted on the deck or patio on the rear of the home.

Shepherd’s Hook: One shepherd’s hook for hanging plants is allowed inside the landscape bed area, but may not exceed 48” in height as measured from the adjacent ground to the topmost point.

Bird Feeders: Up to two bird feeders are allowed per home. In addition:

- feeders must not exceed 18” in length and 5” in diameter;
- no open feeders permitted;
- only songbird seed may be used, no cracked corn or suet feeders;
- no themed feeders, such as lighthouse or sunflower permitted;
- feeders to be suspended on a metal pole or shepherd’s hook;
- feeders must be located within landscape planting area on the rear of the house or any natural area (not in lawn area);
- feeders must be maintained;
- feeders must be taken down during vacation, or when Homeowner is otherwise not present, for more than 4 weeks.

Bird Feeders, Lawn Ornament-Statue or Statuette: One (1) Bird bath, lawn ornament-statue or statuette is allowed per home with the following guidelines:

- Maximum height of lawn ornament- statue or statuettes not to exceed 36” in height
- Maximum length 36”
- Maximum width 18”
- Cannot be made of plastic
- Must be earth tone in color
- Can only be displayed in the rear of the home within landscape area (mulch or stone), on deck or on patio

- A bench is considered furniture if placed on the patio or deck; if the bench is placed in the landscape stone or mulch, it is considered a lawn ornament and must follow the size restriction guidelines as stated.

Hose Reel Boxes: Hose reel box in a compatible color to the color of the home may be used to store hose and these boxes must be placed adjacent to the water source. Locations are at the sides or back of the home, no hose reel boxes at the front of the home. No loose hoses or open face hose reels are allowed to be stored overnight around the exterior of the home, on the porch, deck, patio or in the landscaped areas.

Landscape Lights: Low voltage lights may be placed directly along the sidewalk in the front yard and an additional twelve lights are permissible around the patio in the rear yard. Lights must be less than 18” in height installed, and be brown, black, or clay in color.

Wreaths: Decorative wreaths may be hung on the front door or garage coach lights only. All wreaths are to be no larger than 34” in diameter. Wreaths are not permitted on exterior walls.

Winter and Other Holiday Decorations: Holiday lights and decorations are permitted to be placed on building exteriors, provided the decorations do not damage the building, gutters or siding. No plastic or inflatable holiday decorations are allowed within the community. Holiday decorations are not allowed in lawn areas. Winter holiday decorations may not be displayed before Thanksgiving Day and must be removed by no later than January 15th of the following year. Non-winter holiday decorations may not be displayed more than one week before or one week after the holiday.

The American Flag – The American flag may be flown or displayed anytime during the year. Normal American flag protocol shall be followed. American flags shall not be flown if tattered and in disrepair but should be properly retired. Flags shall be taken down at night unless properly lit.

- Flag may be a garden size, no larger than 18” x 12.5” and placed on a stand no higher than 36” above the ground. Stand must be placed in the landscaping area of the home.
- Flag must be no larger than 3’ x 5’ in size and displayed on a flag bracket attached to the porch pillar, or on a pole in a stand no higher than 8’ tall from ground to the top of the pole. Flag must not interfere with either grass mowing or snow removal. Only the American flag can be displayed from this bracket.
 - Each homeowner is allowed to affix one (1) flag holder bracket to the wooden porch post at the front of the home. The bracket must be non-metal and suitably caulked and sealed so as to create a secure non-penetrable barrier between bracket and post. Homeowner will have 30 days to repair any visible breach that might occur.

ARTICLE IV. FLOWERS, SHRUBS, AND LANDSCAPE PLANTS

Section 1. Flowers

Annual and Perennial flowers may be planted by homeowners in the landscape beds around their home. Flowers shall not exceed 30" in height and shall not encroach on the sidewalk. Flowers are not permitted around any tree.

Flowers must be well maintained by the homeowner throughout the growing season and dead annuals must be removed by the homeowner at the end of the season. Homeowners will receive a written notice regarding any flowers that are not maintained during the growing season and if corrective action is not taken by the Homeowner within the time specified in the notice, the flowers will be subject to removal by the Association grounds keeper with the cost for removal to be billed to the Homeowner. The Association is not responsible for any Homeowner planted flowers that are damaged from lawn care, landscaping, shrub trimming or mulching.

Section 2. Shrubs and Landscape Plants

Any planting of new shrubs outside the designated landscape bed areas need to receive prior written approval by the Association Board or Design Review Committee, whichever reviews such requests at the time the request is made. Approval request forms are available from the Property Manager. Additional landscape plants which may be considered must be of a species already in use in the community and which, at maturity, will be compatible with the existing plant material.

The size and shape of any new planting beds is subject to approval from the Association Board or Design Review Committee, whichever reviews such requests at the time the request is made. Any new bed will be mulched with matching hardwood or matching stone if stone was used in the beds around the home.

ARTICLE V. TREES

Section 1. Location and Number of Additional Trees

No trees are allowed in the side yards between homes.

One additional tree is allowed in the front yard (in addition to the ornamental tree installed as part of the landscaping plan from Apple Tree). Placement of the additional tree in the front yard must not conflict with the city provided street tree at maturity. The additional tree must be one of the following ornamental trees:

- Autumn Brilliance Serviceberry;
- Ivory Silk Japanese Lilac;
- Red Jewel Crabapple;
- Prairie Fire Crabapple;
- Pink Spire Crabapple.

Up to three additional trees are allowed in the back yard. The additional trees must be of the following:

- Autumn Blaze Maple (shade);
- Heritage River Birch (shade);
- Autumn Brilliance Serviceberry (ornamental);
- Ivory Silk Japanese Lilac (ornamental);
- Red Jewel Crabapple (ornamental);
- Prairie Fire Crabapple (ornamental);
- Pink Spire Crabapple (ornamental);
- Black Hills Spruce (evergreen);
- Colorado Blue Spruce (evergreen);
- Spartan Juniper (evergreen).

Section 2. Patio Screening

In addition to the front and rear yard trees allowed above, up to four (4) *Spartan Junipers* can be planted to provide screening/privacy for a patio provided they are placed to allow efficient lawn mowing. Trees for patio screening may be placed adjacent to the patio or near the side property line adjacent to the patio. In the event Spartan Junipers are not available at the time of request, the Design Review Committee may approve one or more alternate trees.

Section 3. Bedding Materials

All additional trees must be surrounded by a bedding ring. Bedding material around the tree must match the bedding material used in other landscaped areas around the house.

If mulch is used around a tree, plastic edging is allowed, but not required. If stone is used around a tree, plastic edging is required.

ARTICLE VI. OTHER ITEMS

Section 1. Additional Prohibited Items

The following items are not permitted around the exterior of any homes:

- any type of yard sign (except for those noted in Article VIII);
- cypress or other mulch not approved for during the landscaping process;
- swing or other children sets;
- basketball poles/hoops;
- laundry poles;
- clothes lines.

ARTICLE VII. EXTERIOR ALTERATIONS

Section 1. Alterations

No alterations, additions, fences, walls, patios, decks, etc., may be made to the exterior surface of any home, nor may any trees or shrubs be planted, transplanted or removed without prior written approval of the Board or Design Review Committee, whichever reviews such requests at the time the request is made.

Section 2. Vegetation and Removal

Homeowners may not remove or clear any vegetation in the natural areas to the rear or side of the home without prior written approval from the Association Board or Design Review Committee, whichever reviews such requests at the time the request is made.

Section 3. Deck Staining

Wood decks may be left natural or may be stained brown, grey, clay and variations of those, provided the color compliments the existing colors of the exterior of the home.

Section 4. Storm Doors

Storm doors may be added at the Homeowner's expense using only the approved design and color and after obtaining the approval from the Association Board of Directors or Design Review Committee, whichever reviews such requests at the time the request is made. Specific information about approved storm doors may be obtained from the Property Manager.

Section 5. Invisible Fences

Invisible fences may be installed by Homeowner, at Homeowner's expense, provided the lawn is returned to its prior condition. Homeowner will be responsible for any maintenance required for the invisible fence. Other than fences installed by the Declarant or Association, no other fences are permitted.

Section 6. Pergolas and Arbors

Pergolas and arbors with overhead beams/rafters are permitted. The structure must be non-rusting metal in brown, grey, clay and variations of those, or cedar, which may be left natural or stained in brown, grey, clay and variations of those, provided the color compliments the existing colors of the exterior of the home. White will not be allowed. Before erecting a pergola or arbor, homeowner must submit a drawing, including an example of description of the color and primary material(s), to the Association Board of Directors or Design Review Committee, whichever reviews such requests at the time the request is made.

Fabric covers that are purchased as a component of the non-rusting metal pergolas are allowed, as long as they meet that earth tone color requirements. The pergola fabric should be kept in a state of good repair with no rips or tears present over 2" long. If a rip or tear over 2" long is identified, the owner will be required to repair within 30-days. Replacement pergola fabric must be the exact same manufacturer of the pergola, fabric material and color as approved in the initial Exterior Modification Request Form for the pergola. If the exact replacement of the pergola fabric is not available, the new replacement fabric cover must be approved by the Association Board of Directors or Design Review Board, whichever reviews and approves such request at the time of the request is made using an Exterior .Modification Request form, before installing the fabric cover to the pergola.

Section 7. Exterior Penetrations

Drilling holes, pounding nails, or driving screws through the exterior siding, trim, and masonry is not allowed. Such penetrations expose the exterior walls to moisture and damage.

Section 8. Egress Window Well Solid or Mesh Covers

An egress window well solid or mesh cover submitted with an Exterior Modification Request Form will be reviewed for approval by The Preserve HOA Board of Directors based on visual impact to the home and community. Homeowners must read thoroughly and adhere to all requirements stated in The Preserve – Egress Window Well Covers policy dated October 30, 2019. (See Appendix A)

Section 9. Video Doorbells

Video doorbells will be permitted but must be approved prior to installation through an Exterior Modification Request Form.

ARTICLE VIII. WINDOW AND WINDOW COVERINGS

All window coverings, whether draperies, blinds (vertical or horizontal), shades, or valances, must be white, off-white, light tan, light beige or light gray on the *exterior side*.
ARTICLE IX. SIGNS

Nothing may be hung or displayed from inside the windows except professionally prepared "For Sale" or security system decals, which shall be limited in size and number. No "For Lease" or "For Rent" signs are permitted. No real estate signs are permitted on any Common Element, including but not limited to the Clubhouse or surrounding lawn area, entrance signs or landscape beds.

ARTICLE X. PETS

In addition to the provisions of the Declaration and Association Bylaws concerning animals, the following apply:

Section 1. Pets

No more than four (4) household domestic pets, not bred or maintained for commercial purposes, may be kept in any one home. Pets shall be limited to birds, fish, dogs or cats. No more than 2 dogs or 2 cats or one dog and one cat shall be allowed. In the event the relevant municipal pet ordinances are more restrictive than those noted here, the municipal ordinances shall control.

Section 2. Prohibited Breeds

Breeds of a dangerous or unpredictable nature, such as dogs of various breeds which are commonly characterized as "attack dogs", are not permitted. Dogs affected by this section include all dogs which are one-half or more Presa Canario, American Staffordshire Terrier, Staffordshire Terrier, American Pit Bull Terrier, Pit Bull Terrier, Miniature Pit Bull Terrier, Rottweiler or Chow Chow.

Section 3. Control

All permitted pets shall be housed indoors. All pets, when outdoors, shall be maintained on a leash not more than eight (8) feet in length or be within an area enclosed by an invisible fence. Pets shall be supervised by a responsible individual at all times. Such individuals shall be responsible for the immediate cleanup of all pet litter.

Section 4. Area

Kennels, dog runs and doghouses are not permitted.

Section 5. Enforcement

In addition to the penalty provision as set forth in Article XVII below, if pets become a nuisance, the Homeowner may be required to remove the pet at the discretion of the Board of Directors.

ARTICLE XI. PARKING/VEHICLES

Section 1. Limitations on Parked Vehicles, Motorcycles

No boats, trailers, motorcycles, ATV's, motor homes, trucks (larger than a 3/4 ton pickup), snowmobiles, trailers, travel trailers, and the like or any vehicle with commercial advertising may be parked in any driveway overnight. Other vehicles used for recreation (conversion vans/recreational vehicles) that are not garage-able, will be permitted to park in front of the garage for up to forty-eight (48) hours to allow for loading and unloading.

Section 2. Parking in the Clubhouse Parking Lot

No vehicle may be parked in the Clubhouse parking areas for more than seventy-two (72) consecutive hours unless the Homeowner has notified the management company or Board of the need and reason for longer extended parking, including dates, which the management company or Board may decline. All other vehicles parked there are subject to being towed at Homeowner's expense.

Section 3. Inoperable Vehicles/Repairs

Inoperable vehicles or vehicles without valid registration may not be parked in a driveway for more than 7 consecutive days.

No repair work is permitted on vehicles in a driveway or in the Clubhouse parking lot except for short-term emergency work such as flat tire repair or replacement or battery charge or replacement.

Section 4. No Obstruction by Vehicle and Operation of Vehicle

No vehicle shall be parked in any manner which blocks any street or driveway. Parking or driving on the lawn areas is prohibited.

ARTICLE XII. SWIMMING POOL

Section 1. Users

The pool is for the exclusive use of the Homeowners and their guests. Any person who cannot be identified as a Homeowner, or who is not accompanied by a Homeowner, will be asked to leave the pool area.

Section 2. Risk

All persons using the pool and pool facilities do so at their own risk and sole responsibility. There is no lifeguard.

Section 3. Supervision of Children

All children under the age of 16 must be accompanied by an adult Homeowner age 18 or older. Notwithstanding that children at the age of 16 and 17 are permitted without being accompanied by the Homeowner, that Homeowners shall be responsible for the conduct of such children.

Section 4. Guests

Guests are limited to three (3) per home, and must be accompanied by a Homeowner at all times.

Section 5. Prohibitions in Pool Area

The following are prohibited in the pool area:

- animals or pets;
- glass or other breakable items;
- running, diving or disruptive behavior;
- excessive noise, splashing or radios without headphones;
- private pool parties;
- all rafts and body floats;
- electrical devices.

Section 6. Swimwear

Swimming is permitted only in garments sold as swimwear. Wet swimwear is not permitted in the Clubhouse community room. Infants must also wear swimsuits. No diapers are permitted in the water.

Section 7. Pool Furniture

Lounge chairs or tables may not be reserved and must be repositioned in the order intended (orderly fashion) after use.

Section 8. Pool Hours

The pool will be open daily during swimming season from 9:00 am until 10:00 pm.

ARTICLE XIII. CLUBHOUSE

The Clubhouse is for the private use of Homeowners and their guests. It is available for rental to Homeowners only for non-profit parties or meetings. The following policies for rental of the Clubhouse apply:

- A \$175.00 refundable deposit and a minimum \$40.00 rental fee are required (rental fee may be changed by decision of the Board of Directors). Reservations are granted on a first request basis and should be made with the management company or other board appointee, whoever handles reservations at the time.
- Children and teenage parties are prohibited.
- The renting Homeowner will have exclusive use of the party room only; the guests may not use the pool or exercise equipment, and the pool may not be reserved for any party. No party items will be furnished by the Association.
- The renting Homeowner is responsible for all clean up and trash removal. Clean up must be completed the day of the party.
- Damages to the Clubhouse or equipment and any follow-up cleaning done by the Association will be deducted from the deposit. If the deposit is an insufficient amount, the Homeowner will be billed for the difference.

ARTICLE XIV. TRASH COLLECTION

Trash containers shall not be set out prior to 5:00 p.m. the day preceding collection and the containers must be picked up and put away by 9:00 p.m. the day of collection. Only trash containers provided or approved by the municipality are permitted for trash disposal. All trash for collection must be in appropriate containers and must be set out at the main street, next to the curb at the end of the driveway. Trash containers, when not set out for collection, must be kept inside the garage. The Homeowner will be responsible for cleanup of trash spillage from the containers. Compliance with governmental recycling and trash collection laws is required by all homeowners.

ARTICLE XV. SOLICITATION

Solicitation by or on behalf of for-profit enterprises is not authorized within the Community.

ARTICLE XVI. HOME SALES

Any Homeowner who sells his or her home is responsible for:

- notifying the Association's Management Company of ownership changes at the time a closing date is established;
- making certain all Association dues are current;
- providing new owners with a copy of the current Declaration, Articles, Bylaws, and Rules & Regulations.

ARTICLE XVII. ENFORCEMENT

The Board of Directors may utilize any of the following, in addition to other measures it deems necessary, in order to maintain compliance with the Rules and Regulations for the Community:

- written notice;
- fine of \$25 for second offense or failure to comply within the time specified within a notice;
- fine of \$50 for third offense or failure to comply within the time specified within a notice.

After providing at least two written notices, including one notice indicating corrective action is planned, the Board may, at its discretion, coordinate correction of the non-compliant item or rules violation and bill the Homeowner for the resulting costs.

ARTICLE XVIII. AMENDMENTS

These Rules and Regulations may be subject to amendment from time to time at the discretion of and by a majority vote of the Association Board of Directors.

These Rules and Regulations adopted by the Board of Directors effective July, 2016.

Revised with minor changes September, 2017.

For the convenience of the Homeowner, the following provisions of the Declaration of Covenants, Easements, Restrictions, Assessments and Assessment Liens are noted. This list may not contain all pertinent restrictions that may impact any particular Homeowner.

10.4. Hazardous Actions or Materials.

Nothing shall be done or kept in or on any Lot or in or on any portion of the Common Elements that is unlawful or hazardous, that might reasonably be expected to increase the cost of casualty or public liability insurance covering the Common Elements, or that might or that does unreasonably disturb the quiet occupancy of any Person residing on any other Lot. These provisions shall not be construed so as to prohibit Declarant or any other builder, approved by the Declarant or the Association after the Turnover Date, in the Community from construction activities consistent with reasonable or customary residential construction practices.

10.5. Signs.

No signs of any character shall be erected, posted or displayed upon property in the Community, except: (i) marketing signs installed by Declarant while marketing Lots and Homes for sale or rent; (ii) marketing signs installed by builders approved by Declarant while marketing Lots and Homes for sale or rent; (iii) street and identification signs installed by the Association, Declarant, or any governmental agency; (iv) on the Common Elements, signs regarding and regulating the use of the Common Elements; provided they are approved by the Board; (v) on any Lot, one temporary real estate sign not to exceed six (6) square feet in area advertising that such Lot is for sale or rent; and (vi) except to the extent preempted by federal, state or local law, up to two (2) temporary political signs not more than six (6) square feet each, expressing support for or opposition to an individual candidate or issue which is the subject of a current election, provided the same comply with any local ordinances and any Rules established by the Board. Political signs containing information or expressing opinions

Other than simple support for or opposition against a specific candidate or issue may be removed by the Association, and not more than one sign for or against any specific candidate or issue may be posted or displayed on any one Lot. All political signs must be removed within three (3) days after the election relative to which such sign(s) was/were erected and may not be placed prior to 21 days before the election. No signs shall be placed in the Common Elements.

10.6. Animals.

Except as hereinafter provided, no animals, reptiles, livestock or poultry of any kind shall be raised, bred or kept on any Lot, or in or upon any part of the Common Elements. Notwithstanding the foregoing, household domestic pets, not bred or maintained for commercial purposes, may be maintained in a Home on a Lot, provided that: (i) the maintaining of animals shall be subject to such rules and regulations as the Board may from time to time promulgate, including, without limitation, the right to place limitations on the size, number and type of such pets, and the right levy administrative and enforcement charges against persons who do not clean up after their Pets; and (ii) the rights of an Owner or Occupant to maintain an animal in a Home on a Lot shall be subject to termination if the Board, in its full and complete discretion,

determines that maintenance of the animal constitutes a nuisance, creates a detrimental effect on the Community or other Lots or Occupants, or possession of which violates any law, rule or ordinance promulgated by a governmental or quasi-governmental entity. Any animal defined as “vicious” or “dangerous” or similar designation pursuant to the provisions of state or local law is specifically prohibited. Outdoor doghouses, animal cages or runs are prohibited.

10.7. Nuisances.

No noxious or offensive trade, activity or noise shall be permitted on any property in the Community or within any Home located on any Lot. No soil, except during initial construction of a Home, shall be removed for any commercial purpose.

10.8. Businesses.

No industry, business, trade, occupation or profession of any kind may be conducted, operated or established on any Lot, without the prior written approval of the Board. Notwithstanding the foregoing, (i) a “home office” use is permitted, provided such use complies with the requirements of Home Occupation under the ordinances of the Village of Ashwaubenon and does not entail any non-resident employees, generate any traffic or additional parking, require any signage, and is operated in compliance with all laws including any Rules established by the Board; (ii) an Owner or Occupant maintaining a personal or professional library, keeping personal business or professional records or accounts, conducting personal business, making professional telephone calls or corresponding in or from a residence is engaging in a use expressly declared customarily incidental to residential use and is not in violation of these restrictions; and (iii) during the Home construction and initial sales period, Lots generally, including Homes and other Improvements constructed thereon, and Lot 1 may be used for construction and sales purposes, including the construction and operation of sales models and/or trailers by Declarant and by builders as approved by Declarant, in its sole discretion.

10.9. Storage.

No accessory buildings, storage buildings, barns or sheds of any kind are permitted on any Lot. This Section shall not apply to any storage as may be necessary during the construction of a Home on the Lots.

10.10. Hotel/Transient Uses and Rental/Leasing Requirements and Limitations.

(a) No Home, Lot or other Improvement thereon may be used for hotel or transient uses, including without limitation, uses in which an Occupant is provided customary hotel services such as room service for food and beverage, maid service, bus boy service, furnishing laundry and linen, or similar services. In addition, except for personal care assistants to an occupant of a Home to provide personal care assistance to such occupant arising out of a handicap or due to age and infirmity, there shall be no rental to roomers or boarders, which is rental to one or more persons of a portion of a Home.

(b) Renting and Leasing. (i) Except for personal care assistance as set forth above, no Home, Lot or other Improvement thereon shall be rented or leased for less than an entire Unit. All rental and lease agreements shall be in writing, hereinafter “lease”, and not for a term less than six (6) months, and shall provide that the lease is subject in all respects to this Declaration, the Bylaws and the Rules, and shall provide that the failure by the tenant to comply with the terms of this Declaration and the Bylaws and the Rules shall be a default under the lease. (ii) Prior to the commencement of the term of the lease, the Unit Owner shall notify the Board, in writing, of the name or names of the tenant or tenants, anyone co-occupying the Home (e.g. children of the tenant), his, her or their contact information, including telephone numbers and email address if

any, and the lease term, together with providing the Association a copy of the lease and any amendments or future extensions thereof. The Owner shall be responsible to the Association for any violation of this Declaration, the Bylaws and the Rules. (iii) In addition, in order to maintain the character of the Community as primarily a housing community for owner-occupants, the Association or its Board, from time to time, may adopt rules limiting or restricting the number of Homes that may be leased, provided that no such rule shall limit or restrict the right of (i) an institutional first mortgagee, insurer or guarantor, or entity established by such institutional first mortgagee, insurer, guarantor to hold title, which takes title to a Home as the purchaser at foreclosure sale, by deed in lieu of foreclosure or by assignment or (ii) Declarant, or Declarant's assignee who becomes a successor developer of the Condominium, to rent a Home or Homes owned by Declarant or such successor. iv. Except as may be further restricted by the Association or its Board as set forth above, no more than ten percent (10%) of the Homes may be leased at any time on a first come first serve basis by the Declarant or Home Owners. Such Homes may continue to be leased for as long as they have not been un-leased for a consecutive twelve (12) month period. Thereafter such previously leased Home shall be replaced by the next eligible Home that has been requested permission to be leased by its Owner or the Declarant. The Association shall maintain a list of Homes exceeding the 10% leasing limit (or lower limit if such lower limit is established by the Association or its Board) whose Owner or the Declarant has requested in writing that the Home be placed on the list to be leased. This list shall be used in order of

receipt of the request to lease to determine priority if a lease opportunity becomes available pursuant to the leasing provisions of this Declaration, Bylaws or Rules and Regulations.

10.11. Vehicles.

The Board is granted the power and the authority to create and enforce reasonable Rules concerning placement and the parking of any vehicle permitted on or in the Community. In addition to its authority to levy Individual Lot Assessments as administrative charges for the violation of the Rules, the Board shall be authorized to cause the removal of any vehicle violating this Declaration or such Rules. Without limitation to other Rules which may be adopted by the Board, no commercial vehicle, recreational vehicle, or motorcycle and no boat, trailer, hitch or other similar personal property shall at any time be parked or stored on any part of the Community other than in a garage. Pursuant to rules and regulations adopted by the Board, driveways may be used to park operable automobiles and trucks up to twenty-two feet (22') in length. The parking of commercial vehicles, recreational vehicles, motorcycles, boats, trailers, or other similar personal property on a driveway, shall be limited to periods necessary for loading and unloading. Furthermore, no automobile, truck or other motor-driven vehicle, or trailer, in a condition where it is unlicensed, unregistered, apparently inoperable, extensively damaged, disabled, dismantled, or otherwise not in a condition to be lawfully operated upon the public highway, or any vehicle component or part, shall be placed, parked or stored on any Lot for a period of time longer than ten (10) days. After such time the vehicle, trailer or part shall be deemed to be a nuisance, and may be removed by the Association, at the Lot Owner's expense.

10.12. Trash

Except for the reasonably necessary activities of Declarant and by builders and developers approved by Declarant during the active development of during the original development of the Community, no burning or storage of trash of any kind shall be permitted in the Community. All trash shall be deposited in covered, sanitary containers, and these containers shall at all times be garage kept, or otherwise screened from view from any other Lot or street, except when temporarily placed outside for trash collection. No emptied trash containers shall be allowed to remain visible for more than twelve (12) hours following the trash pick-up.

10.13. Antennae, Satellite Dishes and Surveillance Equipment.

Except as otherwise required by federal, state or local law, no outside television or radio aerial or antenna, or other aerial or antenna, including satellite receiving dishes, for reception or transmission, shall be installed or maintained in the Community except for satellite receiving dishes thirty (30) inches in diameter or smaller, positioned so as to minimize visibility from any street. Except as reasonably necessary to monitor an entrance to a Home, no surveillance, video or other monitoring equipment shall be installed on any Lot or on the exterior of a Home.

10.14 Utility Lines.

All utility lines in the Community shall be underground, subject only to exceptions for governmental authorities having jurisdiction, utility companies, Declarant and the Board.

10.15. Tanks.

No tanks for the storage of propane gas, fuel oil or any other combustible substance shall be permitted to be located above or beneath the ground of any Lot except that up to two (2) propane tanks, of the size customarily used in residential propane gas grills are permitted for use with the propane gas grill. This Section shall not apply during the construction of any homes on the Lots or to any Lot containing Declarant's sales trailer.

10.16. Mailbox.

Declarant shall designate and install a curbside mailbox for each Home, with a design and composition that will provide uniformity to the Community. Each mailbox shall have the street numbers for the Lot served. If the mailbox is damaged, destroyed or deteriorates, then the Association, as a Common Expense, shall repair or replace such mailbox with an identical mailbox, or if unavailable, with another of a like kind, design, pattern and color as initial mailbox. If the Owner of Lot or the Owner's family, guests or invitees is responsible for damage to a mailbox, the Owner's Lot shall be subject to an Individual Lot Assessment.

10.17. Fencing.

Except as otherwise provided herein, no fence may be constructed on any Lot except those installed by Declarant or the Association or a fence replacing a fence that was installed by Declarant or the Association.

10.18. Swimming Pools/Location of Hot Tubs or Spas.

No above-ground or in-ground swimming pool shall be permitted upon any Lot (except Lot 1) except that this restriction shall not prohibit the installation of a hot tub or sauna, so long as such hot tub or sauna is designed for no more than eight (8) adults and is located within the rear yard in area formed by extending the sides of the Home.

10.19. Compliance with Zoning.

Certain provisions of this Declaration may have been included herein as a result of governmental requirements established through the zoning and development plan approval processes in the State, County, and/or Village in which the Subject Property is located. Compliance with all such governmental requirements, for so long as such requirements are effective and binding and as such requirements may be amended or modified, is required by this Declaration.

11. Additional Prohibited Improvements.

The following Improvements shall not be permitted on any Lot in the Community:

- (a) Outdoor clotheslines;
- (b) Window air conditioning units on any window facing a street;

- (c) Swimming pools (except Lot 1),
- (d) Sport and recreational courts, fixtures and facilities, including hoops and goal posts; children's recreational equipment or structures, including playground equipment, swing-sets, playhouses, tree houses and forts; and
- (e) Exterior pet houses, runs, cages and enclosures.

Appendix A

The Preserve - Egress Window Well Covers

October 30, 2019

The Preserve Board of Directors (Board) have received numerous requests from Homeowners to install solid covers on Egress Window wells, on private homes in The Preserve. After considerable due diligence the Board provides the following:

It is the Board's responsibility to enforce the Preserve Rules and Regulations (Rules) which are for the good of all members of The Preserve Homeowners Association (HOA). With that, a key component of our reviews is for the visual appearances of the homes as well as the ability of the HOA to maintain the property's landscaping upkeep and lawn maintenance.

During the Board's due diligence, they found that rules, regulations and ordinances exist that govern Egress Window Covers. One set of rules that would apply is found in the Uniform Residential Code R310 which relates to Emergency Escape and Rescue Openings, labeled Attachment 1 and attached to this letter. It is not the responsibility of the HOA or Board to enforce rules and regulations outside of those adopted by the HOA. Given that, it is the Homeowner's sole responsibility to maintain compliance with the rules, regulations and ordinances of City, State, and national codes and regulations.

Therefore, the Homeowner is responsible for:

- 1) The selection of window egress covers that comply with the local, state and national building code and regulations;
- 2) The selection of a qualified and insured service provider to properly and safely install the window egress cover (or install it themselves) consistent with the manufacturer's instructions and all applicable building codes;
- 3) The installation must provide a minimal visual impact on the property and not impair the landscaping lawn upkeep or maintenance of the property;
- 4) The primary and sole responsibility for regular inspection and maintenance of the window egress cover to ensure it remains in compliance with all applicable building codes and the manufacturer's permitted uses and instructions; and,
- 5) The Homeowner will maintain a policy of homeowner's insurance covering his/her Preserve property where the window egress cover is placed;

The Preserve HOA Rules do state the following:

ARTICLE VII. EXTERIOR ALTERATION, Section 7. Exterior Penetrations

Drilling holes, pounding nails, or driving screws through the exterior siding, trim, and masonry is not allowed. Such penetrations expose the exterior walls to moisture and damage.

Therefore, the installation must comply with this Article.

The Board does not endorse the Homeowner's decision to use a window egress cover, the Homeowner's selection of an appropriate type/style of cover, any particular manufacturer, an installation method, and the proper use, inspection and maintenance of the window egress cover.

The only consideration the Board will review is from a visual and landscape maintenance standpoint.

The Preserve and its Board disclaims any legal responsibility arising from the Homeowner's decisions, listed above, to select, install, use, inspect and maintain a window egress cover. Given the information provided above, the homeowner will still need to submit a request for an egress window cover on an Exterior Modification Form, with detailed specifications of the egress window to be installed. The Preserve Board of Directors will review the request for visual impact to the home and community and approve if the egress cover meets these requirements. Once the Exterior Modification Request is approved, the homeowner may install the approved egress window cover.